

Amiad U.S.A., Inc.
v.
Advanced Water Technologies

No. 18-cv-520

Amiad U.S.A., Inc.'s Brief Opposing AWT's
Motion to Dismiss or in the Alternative to
Transfer

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

AMIAD U.S.A., INC.,	:	No. 18-cv-520
	:	
Plaintiff,	:	
	:	
v.	:	
ADVANCED WATER TECHNOLOGIES	:	
INC.,	:	
	:	
Defendant.	:	

DECLARATION OF MATTHEW MILES

1. My name is Matthew Miles. I am the Director of Finance/Officer-Secretary of Amiad U.S.A., Inc. ("Amiad").
2. I am a resident of Mecklenburg County, North Carolina.
3. I have personal knowledge of the facts set forth in this Declaration, except for those assertions made upon information and belief.
4. Amiad is incorporated in California, but has its principal place of business in Mooresville, Iredell County, North Carolina.
5. Amiad sells industrial, municipal, irrigation, ballast water, Oil & Gas and domestic water filtration systems from its facility in North Carolina.
6. Amiad was initially incorporated in California, but moved its headquarters to North Carolina in 2011.
7. In 2005, Amiad entered into the Agreement (attached to the Complaint, and to this Declaration, as **Exhibit 1**) with Advanced Water Technologies, Inc. ("AWT") (sometimes referred to as Better Waters), a New York corporation.
8. As the Agreement states, AWT was given the exclusive right to sell Amiad's water filtration systems in the New York City area subject to certain terms, including an agreed sales/quota for 2005 only.
9. The Agreement expressly contemplated that the parties would negotiate and agree upon sales/quota for subsequent years, providing that "AWT must purchase an agreed \$ volume from Amiad on an annual basis..." and "the annual increase in sales/quota should be a reasonable number and will be jointly agreed between Amiad and AWT." For the year 2005, that number was specifically set at \$55,000 USD.

10. The Agreement provides an automatic right of renewal only if AWT meets the agreed sales/quota for each subsequent year. Although the parties attempted to negotiate the annual increase in sales/quota for subsequent years, as detailed below, they were unable to do so. Accordingly, AWT has no automatic right of renewal.
11. While the Agreement was not subject to automatic renewal, AWT continued to purchase Amiad's products from Amiad in North Carolina. AWT would send purchase orders to Amiad in North Carolina. Invoices for these products were then sent to AWT by Amiad from North Carolina, noting Amiad's location in North Carolina. The products were then shipped from Amiad in North Carolina to AWT in New York. As more fully discussed in Paragraph 20 below, AWT would sometimes send products to Amiad in North Carolina to integrate with its filters and send back to AWT in New York.
12. Although AWT's purchase orders reflect an address for Amiad in Chicago, that is neither Amiad's location nor the location where the purchase orders were sent. Instead, the Chicago address is simply the address of Amiad's bank's (PNC Bank) lockbox where PNC receives payments sent to Amiad. It seems that AWT simply has that address listed in its system. Amiad has no presence in Chicago. AWT would not send the purchase orders to that address. Instead, AWT would typically send the purchase orders to Amiad via email. AWT was well aware that Amiad was located in North Carolina and not Chicago.
13. From 2011 until present, AWT purchased the following volume of products from Amiad in North Carolina, which products were shipped from North Carolina:
 - a. 2011: \$277,900
 - b. 2012: \$179,573
 - c. 2013: \$250,206
 - d. 2014: \$975,100
 - e. 2015: \$431,919
 - f. 2016: \$325,724
 - g. 2017: \$132,679
14. In 2015, well after Amiad had moved to North Carolina, Amiad and AWT attempted to renegotiate the terms of their contract. The email correspondence attached to this Declaration as **Exhibit 2** shows extensive discussion between Sharon Cohen, then president of Amiad and Matt Kaye, president of AWT. At the bottom of each of Mr. Cohen's emails is stated the location of Amiad at 120 J Talbert Rd., Mooresville NC 28117.
15. The parties' negotiations were very detailed. For example, Mr. Kaye's June 24, 2015 email, in which he inserted comments into the body of Mr. Cohen's June 16, 2015 email, discussed, among other things, the following terms:

- a. The relationship between the parties;
 - b. Warranty issues;
 - c. Invoicing;
 - d. Payment terms;
 - e. Late fees;
 - f. Exclusivity;
 - g. Territory;
16. On October 13, 2015, the parties met, upon information and belief, in New York, to continue negotiating the terms of their business relationship. However, upon information and belief, Mr. Kaye visited North Carolina on at least one occasion during the 2015-2016 contract negotiations.
 17. On December 14, 2015, Mr. Cohen sent Mr. Kaye an email with an attached draft distributor agreement incorporating the terms the parties had discussed. A copy of that email and draft agreement are attached to this Declaration as **Exhibit 3**. In the draft agreement, it is specifically noted that Amiad is located in Mooresville, NC.
 18. On January 26, 2016, Mr. Kaye sent an email to Mr. Cohen with a revised draft of the distributor agreement. A copy of that email and draft agreement are attached to this Declaration as **Exhibit 4**. Again, the draft agreement noted that Amiad is located in Mooresville, NC.
 19. The parties' negotiations fell apart in 2016. No new agreement was ever signed.
 20. During the same time period (2014-2016), AWT was sending ultraviolet disinfectant products from New York to Amiad in North Carolina for Amiad to install on its filters before sending them back to AWT in New York. Evidence of this arrangement can be seen in the draft agreements shared between Mr. Cohen and Mr. Kaye (see the draft Distributor Agreement attached to **Exhibit 3**, ¶ 6(f) and the draft Distributor Agreement attached to **Exhibit 4**, ¶ 6(e)).
 21. On June 28, 2016, I sent a letter to Mr. Kaye informing him that AWT was well below the sales goals Amiad had requested AWT to meet, and requesting AWT to provide Amiad with a plan on how it would meet its sales goals. A copy of that letter is attached to this Declaration as **Exhibit 5**.
 22. On August 1, 2016, Mr. Kaye (a/k/a Matthias Kriesberg), responded with the letter attached to this Declaration as **Exhibit 6**, in which he states that "Sharon and [he] met on various occasions to discuss a more detailed contractual arrangement", but ultimately were unable to reach an agreement; AWT was therefore taking the position that the 2005 Agreement controlled and that the annual sales quota was a mere \$55,000 USD.
 23. On March 14, 2017, Eric Peterson (then president of Amiad) sent the letter attached to this Declaration as **Exhibit 7**, to Mr. Kaye, informing him that due to AWT's

failure to meet Amiad's sales goals, and lack of compliance with Amaid's payment terms, Amiad was terminating their 2005 Agreement, but would continue to sell its products to AWT on a non-exclusive basis.

24. On March 29, 2017, Mr. Kaye sent Mr. Peterson the letter attached to this Declaration as **Exhibit 8**, in which he purports to reject Amaid's termination of the 2005 Agreement.
25. On or about November 27-28, 2017, Michael Poth (then president of Amiad) met with Mr. Kaye in New York to discuss the parties' future business prospects. Following that meeting, the two shared the email exchange attached to this Brief as **Exhibit 9**, in which Mr. Poth stated that AWT's sales goal for 2018 would be \$700,000 USD.
26. From July 2017 to March 2018, Amiad sold AWT the products listed on the purchase orders (sent by AWT to Amiad) and the invoices (sent by Amiad to AWT) attached to this Declaration as **Exhibit 10** (these are the same as attached to the Complaint as **Exhibit 2**), which purchase orders and invoices are representative of the purchase orders and invoices customarily used in its business between Amiad and AWT. Amiad's invoices specifically list its location as 120-J Talbert Road, Mooresville, NC 28117. While AWT's purchase orders give an address for Amiad in Chicago, as explained above, that was simply the address where Amiad's bank received payments sent to Amiad. Amiad has no presence in Chicago, and AWT routinely sent its purchase orders to Amiad in North Carolina via email. The invoices were sent to AWT from Amiad in North Carolina. The invoices contemplated that the products would be sent from North Carolina.
27. AWT failed to make timely payment on the July 2017 to March 2018 invoices, prompting myself and Sandi Thompson (Amiad's Accounts Receivable Specialist) to send a number of emails to Mr. Kaye informing him of the outstanding balance and demanding payment. Those emails, which were sent from North Carolina, and Mr. Kaye's March 15, 2018 email stating that AWT was "coming out of a rough few months" and would start making payments, are attached to this Brief as **Exhibit 11**.
28. Due to AWT's failure to pay Amaid's invoices, Mr. Poth sent the letter attached to this Brief as **Exhibit 12**, to Mr. Kaye on April 13, 2018, again informing him that Amiad was terminating the 2005 Agreement.
29. On May 1, 2018, Kristin Rosenblum of the New York law firm Buhler Duggal & Henry sent the letter attached to this Brief as **Exhibit 13**, stating that the 2005 Agreement was not terminable by Amiad.
30. On May 18, 2018, Scott Wyatt of the High Point law firm Wyatt Early Harris Wheeler LLP sent the letter attached to this Declaration as **Exhibit 14**, noting the parties' disagreement over the terminability of the 2005 Agreement, and therefore

stating that the pending suit had been filed to declare the Agreement terminated and to collect on the past-due invoices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 8/24/2018, 2018.


MATTHEW MILES

Amiad U.S.A., Inc.
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Declaration of Matthew Miles

Exhibit 1



amiad® FILTRATION SYSTEMS

March 31, 2005

Advanced Water Technologies Inc.
(DBA Better Waters)
Mr. Matthias Kriesberg
220 West 93 Street, # 13A
New York, NY 10025
USA
212 366 0990
800 720 7976 or 212 875 8763

Re: Agreement between Amiad Filtration Systems and Advanced Water Technologies Inc.

1) Amiad assigns distribution of its SAF and EBS series filtration products exclusively to AWT for wholesale and retail sales within the territory and markets defined below:

Territory: New York City, 5 boroughs; Nassau & Suffolk counties. The territory is defined by location of the installation, or offices of the customer (i.e. a New York City customer may purchase a filtration product for installation at a location outside of New York City).

Market: Domestic water supplies and potable water applications in buildings. HVAC applications are excluded from exclusivity.

2) Renewal of this agreement will be automatic on an annual basis subject to the following:

Quota: AWT must purchase an agreed \$ volume from Amiad on an annual basis; If AWT does not do so, Amiad may elect to continue or discontinue the exclusive nature of the distribution agreement. The annual increase in sales / quota should be a reasonable number and will be jointly agreed between Amiad and AWT. If AWT meets the quota, it has an automatic right of renewal, subject to continued creditworthiness, continuing and responsible efforts to sell Amiad filtration, and responsible maintenance of equipment it has sold. The sales quota / target for NET purchases of Amiad products is US\$ 55,000 in FY 2005 (i.e. January 1 - December 31, 2005).

AWT is also permitted to sell Amiad filtration to customers outside of New York City, on a project-by-project basis. Prior to engaging in each project, AWT must obtain permission from Amiad.

It is the premise of this agreement that Amiad and AWT will cooperate on efforts to sell Amiad filtration.

Amiad Filtration Systems

Eric Rothberg
V.P. Sales & Marketing

Advanced Water Technologies Inc.

Matthias Kriesberg
President

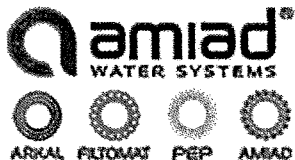
Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 2

From: Sharon Cohen
Sent: Wednesday, October 14, 2015 9:42 AM
To: Sharon Cohen ; Matt Kaye
Cc: Matthew Miles
Subject: FW: Draft, Internal: Amiad/AW - Points Discussed
Importance: High

Sharon Cohen
President



Amiad USA, 120 J Talbert Rd., Mooresville NC 28117

Direct: 704-235-6456
Fax: 704-662-3155
Mobile: 704-620-9945
www.amiadusa.com
www.pepfilters.com

From: Matt Kaye [<mailto:mxk@betterwaters.com>]
Sent: Monday, October 12, 2015 1:54 PM
To: Sharon Cohen <sharon.cohen@amiad.com>
Subject: Re: Draft, Internal: Amiad/AW - Points Discussed
Importance: High

Hi Sharon,

In advance of seeing you tomorrow I thought I might refresh where we left off in the agreement discussion - my comments below inserted.

Looking forward to our meeting,

Thanks.

On Jun 24, 2015, at 10:04 AM, Matt Kaye <mxk@betterwaters.com> wrote:

Sharon,

Please see below my initial comments on your discussion points. I think overall we are in a very good place now.

Separate from the subject below, I think we need to have a fairly urgent discussion re competition and the AMF2 option. Please let me know your availability for a conversation specific to this topic - you may want to include Eyal on this, as he understands the NYC market as well as anyone.

Hopefully we can speak soon.

Thanks,

Matt

Begin forwarded message:

From: Sharon Cohen <sharon.cohen@amiad.com>
To: Matt Kaye <mxk@betterwaters.com>
Cc: Matthew Miles <Matt.miles@amiad.com>
Subject: FW: Draft, Internal: Amiad/AW - Points Discussed
Date: June 16, 2015 at 10:59:49 AM EDT

Dear Matt,

As briefly discussed earlier this morning I apologize for the delayed summary. We had a very good discussion in NY on 5/8, and we would like to finalize those understanding into an agreement, so we can have clear guiding points for future business. The main outcome of our discussion, in my view, was the substantial business opportunity we are facing and the need to join forces efficiently to leverage our competitive edge in that segment.

Understandings and points of discussion:

1. Relationship:

- a. Advanced Water is a buy-resell agent of Amiad, and as such is the end customer of Amiad.

Agreed.

- b. Amiad will support any further customer's/users of systems sold by AW at AW specific request and according to warranty policies. All request for any provisions/warranties will come through AW to Amiad in reference to original sale.

In principle, correct. But it bears further discussion so we can agree on the details. We contract with Eric Jenkins to perform maintenance services for our customers, and my view is that it makes sense to contract with him further for the actual warranty service, since he has the broad expertise, often the specific knowledge of the unit in question (based on historic familiarity with a particular system in situ), and he is local. We can get into details and iron this out.

On the warranty – Amiad will provide phone technical support within 2 hours from call, and onsite technician within 3 days.

- c. PO dates provided to Amiad by AW are to be confirmed and agreed upon by both parties, and are committing to both sides. Any PO will include "customer requested date" (PO date) by AW, that will be committing.

Agreed.

- d. Amiad is not dependent on payments made to AW by its customers. The commitment is between AW and Amiad only.

Agreed.

- e. System will be invoiced at 100% value upon completion of assembly test (ready to ship) or PO date – the later. 80% of the value will be due payment within 30 days of PO date, and remaining 20% will be due payment after 90 days of PO date or shipping – the sooner.

Almost. I think "Ready to ship" is ambiguous. On our side, we can't know what that date is. I would suggest the actual ship date +5 days to allow for actual receipt is a fair balance, if the terms are as strict as proposed.

Agreed with original e.

- f. After payment date is due, an interest of 1% per month will apply to the open balance and unpaid. All invoices to AW by Amiad include a standard 60 days of free storage to AW (starting from PO date). After those 60 days, a fee of \$75 week per system will apply and invoiced on a weekly basis.

In principle, yes, but I think the terms are a little severe. It depends somewhat on whether the lead time of six weeks (below) is realistic - the shorter the lead time, the more accurate we can be at anticipating demand. I can accept the interest, but \$75/ week will really add up if a customer turns out to be delayed, based on delay of a construction project, not an uncommon event. I also suggest different rates for skids, which take up a lot of room, and non-skid filter bodies, which do not. Let's see if we can agree on a reduced and variable set of numbers.

Agreed with original f. Changed fee to \$75 per week.

- i. In case Amiad is late on delivery (system is not ready at PO date), Amiad will credit AW with weekly storage fee.

Agreed.

- j. Amiad's lead time for standard skids (SAF) is 6 weeks from PO to delivery (to be confirmed re exact timing, but this is our intention). Standard Skids will be defined and agreed upon by AW and Amiad. Non-standard skids will be provided with a dedicated lead time based on its elements.

All agreed. As referenced above, if you can really commit to 6 weeks, that makes the preceding conditions more realistic.

Agree

2. Open Balance:

- a. \$200K was the open balance at the time of our meeting.
- b. \$100K was to be paid the following week (completed)
- c. Remaining balance will be paid by 6/8 (was not completed. There is an open balance of \$45K as of 6/15). Oldest is 60 days past due.
- d. Interest will apply after 6/8 timeframe.

Now moot.

Open balance of \$100K will be closed by end of October.

3. UV and Ozone Skids

- a. Amiad will be responsible only for the mechanical performance of the filters and will be released from any further liability or responsibility related to system performance. AW will assume any such liability/responsibility.

Agreed.

- b. Any service related to those skids (design, assembly, purchasing etc.) will be charged separately.

Agreement depends on the actual charges. In principle, yes, but let's use a UV skid and ozone skid to quantify such charges. Once we break these out and accept, this can be agreed.

Amiad will provide a quote before service.

- c. Amiad to provide a release form.

OK.

4. Exclusivity:

- a. An exclusivity clause will be finalized and included in the agreement, defining scope of exclusivity (e.g. PoE in Residential and commercial buildings (potable water) and water reclamation in Greater NYC area – see map attached, time limit (period), exit/termination options, etc.

I will wait until you draft, before detailed comments. In order to avoid ambiguity and confusion, I suggest that within the defined territory, exclusivity is simple - e.g. POE in residential bldgs and water reclamation is too narrowly defined, and permits competitors to come up with work arounds. The essential point is that my company has created a robust demand for Amiad technologies in the region, and we must stand to reap the benefits of the years of investment and track record we have established. Case in point is the Aquanomix attempt - there can be no exceptions for OEM customers to bundle Amiad in order to compete for our projects.

There are different ways we can address this, so I'll suggest what I'd like to see in the simplest terms:

All Amiad within the agreed territory (definition tbd). There may be some exceptions that can be specifically noted, re grandfathering in distribution representing PEP / Arkal in HVAC applications - I'm aware of this, and it's worked well since Amiad acquired PEP.

Keep as original with POE for residential. Matt too provide a map.

Our ability to sell nationwide when we land a specification and of course specifically advise Amiad of the project. We can discuss how to permit these opportunities.

The sequenced technologies skids - +UV, +ozone: When they use the specific manufacturers we have brought to the table, these are exclusive for our distribution, under the BETTER WATERS brand. As we have discussed a little already, we would be pleased to make them available to your existing distribution channels - and open new ones - at wholesale pricing in order to incentives distribution to build markets for these products.

No exclusivity there.

Please let me know if I missed anything, and feel free to provide your inputs/comments. Once we iron all items we will move forward and start working on the contract. Looking forward to keeping our conversation regarding Exxon Mobile project as well.

Re Exxon Mobil, I believe I provided you the files you requested since our last meeting. In summary, the email thread shows that the decision to specify the Amiad models - and more units than were originally expected - was made during a meeting Eyal and I held at the NYC offices of Cosentini, and subsequently directed (drawings thereafter issued) out of that office. My view is that Texas should never have been authorized to sell this job in the first place.

Re compensation due, I absolutely understand that you can't walk it back, and there is perhaps rather little margin on the factory side to carve out sufficient dollars to compensate. If it helps, I would be totally OK with whatever sum we agree on applied as credits over time on new orders. It could be spaced over many orders, over say a year, to minimize the impact on Amiad.

I look forward to resolving all these issues, and working together more closely going forward!

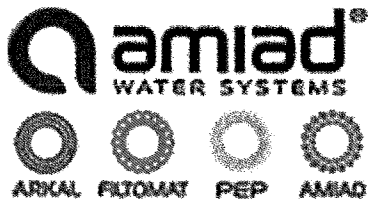
Thank you,

Matt

Best regards,

Sharon

Sharon Cohen
President



Amiad USA, 120 J Talbert Rd., Mooresville NC 28117

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Matt Kaye, President
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main 212 366 6700
mxk@betterwaters.com



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Declaration of Matthew Miles

Exhibit 3

From: Sharon Cohen <sharon.cohen@amiad.com>
Sent: Monday, December 14, 2015 3:57 PM
To: Matt Kaye
Cc: Matthew Miles; Eyal Yavin
Subject: Better Waters Customer Agreement 12.14
Attachments: Better Waters Customer Agreement 12.14.docx

Matt,

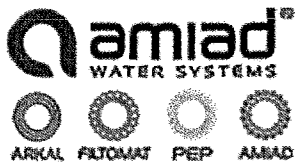
Following our conversations and correspondences, attached please find for your review the distributor agreement as discussed.

Please feel free to contact me or Matt Miles at any point with questions or comments.

Best regards,

Sharon

Sharon Cohen
President



Amiad USA, 120 J Talbert Rd., Mooresville NC 28117

Direct: 704-235-6456
Fax: 704-662-3155
Mobile: 704-620-9945
www.amiadusa.com
www.pepfilters.com

October 11, 2015

Mr. Matt Kaye
BETTER WATERS
P.O. Box 8545
JAF Station
New York, NY 10116-8545

Sales Agreement

THIS AGREEMENT made effective on November 1, 2015 by and between Amiad USA, Inc., incorporated under laws of the State of California having its principal office at 120-J Talbert Rd., Mooresville, North Carolina 28117 ("Amiad"), and Better Waters aka (Advance Water Technologies, Inc.), a New York corporation ("Distributor"), as follows:

1) Appointment and Acceptance: Amiad appoints the Distributor as its buy/resell Distributor to promote the sale of and sell its products as defined in paragraph 2 below, in the territory as defined in paragraph 3 below; and Distributor accepts the appointment and agrees to sell and promote the sale of Amiad's products pursuant to this agreement. It is understood that "Territory" may consist of a geography assignment, a market segment assignment, an individual project based assignment, or any combination thereof.

2) Products: The brands of Amiad to be promoted for sale and sold by the Distributor are:

- a) Brands that are in current production and offered by Amiad, Arkal, Pep and Filtomat, at the time of sale, unless otherwise noted as an exception to this agreement. Generally, current production items are listed and shown in Amiad's price lists, literature and brochures. However, Amiad reserves the right to discontinue or modify any product, as well as the price of any product, without prior notice. Distributor shall deliver to Amiad, a list of all products it currently sells other than on behalf of Amiad. This list shall be updated by Distributor throughout the terms of this agreement within ten days of any change. Distributor agrees that during the term of this agreement as well as any renewals hereof, it shall not, either directly or indirectly, promote the sale of any competitive products without the express written consent of Amiad. The term "competitive products" means back washable screen filters or alternative equipment that would be in direct competition of Amiad products used in filtration systems in industrial applications, to filter out particulates and other substances in the 2 – 5000 micron range.

Distributor is excluded from selling the PEP, Filtomat, and Amiad & Arkal branded products into the Industrial, Commercial, Irrigation and Oil & Gas Market unless agreed to with Amiad.

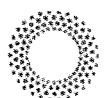
Desalination market (sea or brackish water prior to membrane) is non-exclusive to all channel partners, however Amiad will protect projects registered within this market segment.

- b) Distributor has the right to sell PEP, Filtomat, and Amiad & Arkal branded products in all other market segments listed in section 3.

3) Territory: The State of New York

Market: PoE Residential Buildings

4) Amount of Compensation: Distributor's compensation for services performed hereunder shall be based on the "Net Invoice Price" as defined in bullet below.



Distributor shall receive buy/resell discount in accordance with the following schedule / range:

- **0.45 multiplier from list price on Amiad and Filtomat (excluding Filtomat AMF filter) brands, and a 0.70 multiplier on PEP (exception - 0.80 multiplier for BMF filter) and Arkal brands.**

Buy/Resell: No commissions will be paid when acting as a buy/resell distributor.

5) Acceptance of Orders: All orders are subject to acceptance or rejection by an authorized officer of Amiad at its home office and to the approval of Amiad's credit department. Amiad shall be responsible for all credit risks and collections.

If Amiad notifies customer of its acceptance or rejection of an order, a copy of any written notification shall be transmitted to the Distributor.

6) Terms of Sale:

- a) All sales shall be at prices and upon terms established by Amiad, and it shall have the right, in its discretion, time to time, to establish, change, alter or amend prices and other terms and conditions of sale. Distributor shall not accept orders in Amiad's name or make price quotations or delivery promises without Amiad's prior written approval.
- b) All orders are conducted only between Amiad and Distributor
- c) Payment Terms are 45 days from Invoice unless otherwise agreed upon by both parties for specific orders. If payment is not received by the due date, invoices are considered past due. Past due payments will be subject to a service charge of one and one-half-percent (1 ½%) per month or the maximum amount allowed by law, whichever is less.

Most forms of payment are accepted by Amiad.

If Distributor is delinquent in paying any amount owed to Amiad by more than ten (15) days, then without limiting any other rights and remedies available to Amiad under the law, in equity, or under the contract, Amiad may (i) suspend production, shipment and/or deliveries of any or all products purchased by Distributor, or (ii) by notice to Distributor, treat such delinquency as a repudiation by Distributor of the portion of the contract not then fully performed, whereupon Amiad may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable. If Amiad retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees, shall be payable by Distributor. Distributor hereby represents to Amiad that Distributor is now solvent and agrees that each acceptance of delivery of the Products sold hereunder shall constitute reaffirmation of this representation at such time.

- d) All sales are final and right to bill occurs when either the sooner of takes place:
 - i. Shipment has occurred; Amiad's standard incoterms are ExWorks Amiad USA
 - ii. Later of, upon completion of assembly test (ready to ship) or five business days subsequent to the original committed PO date/Confirmed ship date provided on order confirmation.

It is the Distributor's responsibility to seek compensation from the carrier for damaged or missing freight. Amiad shall not be responsible for any claims or damages resulting from a delay in delivery or failure to perform which results from: governmental regulations, strike, lockouts, accident, fire, delays in manufacturing, transportation, acts of God, or any other causes beyond the control Amiad. In case of partial or complete destruction of goods, Amiad is excused unless destruction is due to Amiad's own negligence.



AMIAD



FILTOMAT



ARKAL



PEP

- e) All sales are subject to Amiad's standard return and warranty policy. All request for return or warranty must be brought forth by the Distributor, and all correspondences related to such claims we bill handled through the Distributor.

In the event a warranty claim occurs, Amiad will provide support of this event immediately. The standard of support to this agreement will be; (1) phone technical support within two hours of the event notification;
(2) Onsite Technician to site within three days of event notification.

- f) Any components sent by Distributor, under Distributors own expense, to be incorporated with Amiad products, will not be in connection with the terms and conditions of Amiad products, i.e. UV and Ozone components. Only the items purchased by Amiad in connection with filter sales will be valid under the standard terms and conditions of Amiad products. If components sent by Distributor compromises the functionality of our filter and components, then the Distributor bears the risks and liability of repairing the filter system or loss or sale unless such occurrence is deemed in connection to Amiad's own negligence. Any negligence due to Amiad will coincide to Amiad's standard return and warranty policy.
- g) Amiad will charge \$75/week/skidded unit up to 6 weeks commencing 60 days of free storage after PO date/Confirmed ship date. Amiad will charge \$50/week/non-skidded unit up to 6 weeks commencing 60 days of free storage after PO date/Confirmed ship date. After 6 weeks of paid storage has elapsed for either skidded or non-skidded units, Distributor will be responsible for removing goods from Amiad's facility.
- h) Amiad will reimburse Distributor \$75/week/skidded unit and \$50/week/non-skidded for each order that is delayed greater than two (2) weeks from delivery date provided at the time of order due to Amiad's own fault. Amiad will not reimburse or be held responsible for any delays due to interference or change orders arisen by Distributor restricting Amiad's scope of supply.

7) Distributors Relationship and Conduct of Business:

- a) Distributor, at its own expense, shall maintain a sales office in the territory and devote such time as may be reasonably necessary to sell and promote Amiad's products within the territory.
- b) Distributor will conduct all of its business in its own name and in such manner it may see fit any all expenses whatever of its office and activities, and be responsible for the acts and expenses of its employees.
- c) Nothing in this Agreement shall be construed to constitute Distributor as the partner, employee or agent of Amiad nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.
- d) Distributor shall not, without Amiad's prior written approval, alter, enlarge, or limit orders; make representations or guarantees concerning Amiad's products; or accept the return of, or make any allowance for such products.
- e) Distributor shall furnish to Amiad's Credit Department any information that it may have from time to time relative to the credit standing of any of its customers.
- f) Any services subcontracted and of its own incurred by the Distributor will be under the sole expense of the Distributor and have no claim to Amiad.
- g) Distributor shall abide by Amiad's policies and communicate same to Amiad's customers.



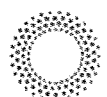
AMIAD



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- h) Amiad shall be solely responsible for the design, development, supply, production and performance of its products and the protection of its patents, trademarks and trade names. Amiad agrees to indemnify and hold Distributor harmless from and against and to pay all losses, costs, damages or expenses whatsoever, including reasonable attorney's fees, which Distributor may sustain or incur on account of infringement or alleged infringement of patents, trademarks, or trade names, or breach of warranty in any way resulting from the sale of Amiad's products.
- i) Amiad shall furnish Distributor, at no expense to Distributor, samples, catalogs, literature and any other material necessary for the proper promotion and sale of its products in the territory. Any literature which is not used or samples or other equipment belonging to Amiad shall be returned to Amiad at its request.
- j) If for any reason Distributor, at Amiad's request, takes possession of Amiad's products, the risk of loss or damage to or destruction of such products shall be borne by Amiad, and Amiad shall indemnify and hold Distributor harmless against any claims, debts, liabilities or causes of action resulting from any such loss, damage, or destruction.
- k) Amiad will keep Distributor fully informed about sales and promotional policies and programs affecting the Distributor's territory.
- l) Distributor is responsible for participating in Amiad sales meetings at least every other year.

8) Distributor's Sales Responsibility:

- a) Distributor will promptly and professionally handle all sales inquiries.
- b) Distributor will provide feedback on the progress of key accounts and all "automatic filter" prospects in the territory in a timely manner.
- c) Project Log Reports are to be considered a function of the Distributor's position and will be discussed further with the Regional Sales Manager concerning their completion and accuracy. These Reports are of significant importance in tracking national membrane accounts (e.g. *Pall Corporation*) and their sales as it pertains to Project-by-Project commissions.

9) Terms of Agreement and Termination: This Agreement shall be effective on XXXX₁ and shall continue in force for One Year, and shall be automatically renewed for additional One Year periods thereafter unless terminated by written notice from either party to the other not less than thirty (30) days prior to the end of the initial or any subsequent one-year term. This Agreement may also be terminated:

- a) By Amiad immediately upon written notice to Distributor by registered or certified mail if there is a change of fifty (50%) percent or more of the present ownership or control of the Distributor's business without Amiad's written consent.
- b) By Amiad if Distributor, without Amiad's written consent, offers, promotes or sells any product which is competitive with any product Distributor is to offer, promote or sell for Amiad in accordance with the terms of this Agreement, and written notice of this breach of the Agreement is mailed to or served upon Distributor, the breach is not cured within ten (10) days after receipt of such notice by Distributor, and written notice of termination is mailed to or served upon Distributor.
- c) By Distributor immediately upon written notice to Amiad by Registered or Certified mail in the event Amiad sells substantially all of the assets of its business or there is a change of 50% or more of its present ownership, or it is



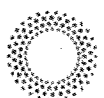
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merged with another firm, corporation or business and Amiad is not the surviving company.

d) By either party:

i. in the event of the other party's unreasonable and repeated failure to perform the terms and conditions of this Agreement, written notice of the failure is mailed to or served upon that party, the failure is not cured within thirty (30) days after receipt of such notice, and written notice of termination is mailed to or served on that party, or

ii. upon immediate written notice to the other party in the event that party has filed or has filed against it a petition in bankruptcy (which is not dismissed within thirty (30) days after it is filed) or that party makes an assignment for the benefit of creditors; or

e) By mutual written agreement:

10) Rights Upon Termination:

a) Upon termination of this Agreement for any reason, subject to Distributor delivering to Amiad at Distributor's expense, all unused and / or undistributed samples, catalogs, literature and any other material necessary for the proper promotion and sale of its products in the territory, as well as all applicable customer information, Distributor shall be entitled to:

i. Commissions on all orders calling for shipment into Distributor's territory which are dated or communicated (specifications) to Amiad prior to the effective date of termination, regardless of when such orders are shipped; or releases and shipments on such orders take place; and

ii. Its share of split commissions on orders including those referred to in Paragraph (a), (i) of this provision

b) Commissions referred to in this Provision #11 shall be paid on or before the fifteenth (15th) day of the month following the month in which Amiad receives payment for the orders but in no event earlier than ninety (90) days following termination to permit Amiad to account for offsetting customer credit and return allowances.

11) Confidentiality: Distributor shall not, during the term of or following the terms of this agreement divulge or disclose;

a) any materials deemed confidential or proprietary to Amiad that Distributor knows or should know to be so deemed by Amiad;

b) trade secrets of Amiad that Distributor knows or should know to be so deemed by Amiad;

c) marketing or advertising plans of Amiad, except to the extent necessary to formulate and implement such plans; or

d) other confidential information, including but not limited to Amiad's pricing strategies and technical information.

12) Distributor agrees to indemnify Amiad and hold it harmless from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising from Distributor's conduct under this agreement, including but not limited to, any representation or warranty regarding Amiad's products made by or on behalf of Distributor or Amiad other than as specifically authorized by Amiad in writing. Distributor will not be responsible for any breach of warranty by Amiad.



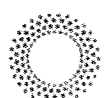
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13) Should Distributor become aware of any customer dissatisfaction with any of Amiad's products, Distributor shall so notify Amiad in writing as soon as practicable.

14) Upon termination, neither party shall disparage the other to customers or any other person or entity, privately or publicly. In the event of a breach of this provision following termination of this agreement, either party shall have the right to seek injunctive relief and / or damages from the other.

15) General: This Agreement contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Distributor shall not have the right to assign this Agreement in whole or in part without Amiad's written consent.

16) Construction of Agreement: This Agreement shall be construed according to the laws of the State of North Carolina.

17) Disputes and Arbitration: The parties agree that any disputes or questions arising hereunder, including the construction or application of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in force, and that the arbitration hearings shall be held in Mooresville, North Carolina, USA. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, either or both parties may request the American Arbitration Association for a list of five (5) potential arbitrators. Amiad shall strike the names of two (2) on this list, the Distributor shall then strike two (2) names, and the remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitrator equally, unless the arbitrator determines that the expenses shall be otherwise assessed.

18) Notices: All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon personal delivery or if sent by mail seventy-two (72) hours after deposited in the United States mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed as follows until such time as another address is given by notice pursuant to this provision 19:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written in multiple counterparts, each of which shall be considered an original.

Better Waters:

Name: Matt Kaye

Sign: _____

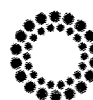
Title: President

Date: _____

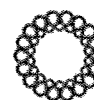
Amiad USA, Inc.:

Name: Sharon Cohen

Name: Matthew Miles



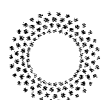
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Amiad USA Ltd.
120-J Talbert Road
Mooresville, NC 28117

Tel: 704.662.3133
Fax: 704.662.3155

E-mail: info@amiadusa.com
Web: www.amiadusa.com

Sign: _____
Title: President

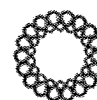
Sign: _____
Title: Controller

Date: _____

Date: _____



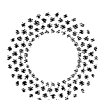
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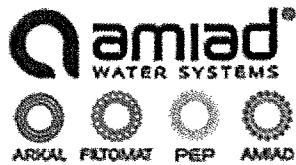
Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 4

From: Sharon Cohen <sharon.cohen@amiad.com>
Sent: Friday, February 19, 2016 11:57 AM
To: Matthew Miles
Subject: FW: Better Waters Customer Agreement 12.14 - 1-26-16 draft attached
Attachments: image001.png; ATT00001.htm; image003.png; ATT00002.htm; BW logo.jpeg; ATT00003.htm; Amiad - AWT Distribution Agreement Draft 1-26-16.docx; ATT00004.htm

Sharon Cohen
President



Amiad USA, 120 J Talbert Rd., Mooresville NC 28117

Direct: 704-235-6456
Fax: 704-662-3155
Mobile: 704-620-9945
www.amiadusa.com
www.pepfilters.com

From: Matt Kaye [<mailto:mxk@betterwaters.com>]
Sent: Tuesday, January 26, 2016 5:01 PM
To: Sharon Cohen
Subject: Re: Better Waters Customer Agreement 12.14 - 1-26-16 draft attached

Hi Sharon,

Well it took a while, but we now have an agreement draft we think reflects the total of our discussions and understandings, and represents, as best we can, what each party wants to see.

You will note within a few places yellow highlighted indicating information that will need to be inserted.

Also please note our commitment in exchange for exclusivity to purchase not less than \$800,000 Amiad Systems in the initial two year term (2016 - 2017). We prefer a two-year commitment term because that matches more closely the life cycle of our projects, and allows for variance between any two years which is beyond our control. We feel that a two year cycle is a more reliable indicator of the market.

We are seeing more positives than negatives in recent months, as new projects enter the pipeline and PO's come in. I look forward to reviewing this draft with you as your schedule permits.

Thank you,

"
Matt"

On Dec 23, 2015, at 11:33 AM, Sharon Cohen <sharon.cohen@amiad.com> wrote:

Matt,

Please see my comments below.

Happy Holidays!

Sharon

Sharon Cohen
President

January 1, 2016

Draft 1/26/2016

Advanced Water Technologies Inc. dba BETTER WATERS
508 West 26 Street, Suite 9A
New York, NY 10001

Exclusive Buy/Sell Distribution Agreement

THIS AGREEMENT (the "Agreement") made effective on January 1, 2016 ("Effective Date") by and between Amiad USA, Inc., incorporated under the laws of the State of California having its principal office at 120-J Talbert Rd., Mooresville, North Carolina 28117 ("Amiad"), and Advanced Water Technologies Inc., a New York corporation a/k/a and d/b/a Better Waters ("Distributor"), having its principal office at 508 West 26 Street, Suite 9A, New York, NY 10001, sets forth the following terms agreed upon by parties hereto:

1) Appointment and Acceptance; Exclusivity. Amiad appoints the Distributor as its buy/resell Distributor to promote the sale of and sell its Products as defined in paragraph 2 below, in the Territory as defined in paragraph 3 below; and Distributor accepts the appointment and agrees to sell and promote the sale of Amiad's Products pursuant to this Agreement. It is understood that "Territory" shall mean the geographic region set forth in Section 3 below. Amiad agrees that Distributor is Amiad's sole and exclusive reseller within the Territory. Amiad shall not contract with or otherwise do business with any other third party directly or indirectly for the resale of the Products within the Territory without Distributor's prior express written consent. Amiad shall only sell Products within the Territory through Distributor as per the terms hereunder; Amiad shall not sell directly any Products (as defined in Section 2 below) within the Territory without Distributor's prior written consent, but may sell directly other Amiad products other than "Products" as defined in Section 2 below. Any violation of the foregoing by Amiad shall result in a material breach by Amiad and Distributor may thereupon terminate this Agreement effective immediately and seek damages.

2) Products & Markets. The following Amiad products and brands sets forth a description of Amiad products for purposes hereunder, including for exclusivity purposes hereunder, the definition of "Products" set forth under Section 2(c) below:

- a) Brands that are in current production and offered by Amiad at the time of sale, including the following Amiad owned brands: Amiad, Arkal, Pep and Filtomat, etc., unless otherwise noted as an exception in this Agreement. Generally, current products are listed and shown in Amiad's price lists, literature and brochures. However, Amiad reserves the right to discontinue or modify any product, as well as the price of any product, without prior notice.
- b) Distributor may not sell Amiad products hereunder in the Industrial, Irrigation and Oil & Gas markets unless agreed to by Amiad. Distributor may sell Amiad products in the Desalination market, provided however not on an exclusive basis (i.e., Amiad may partner with another reseller in the Territory with respect to the Desalination market). The foregoing markets referenced in this Section shall be defined as follows:

"Industrial" Market shall mean: [NEED TO DEFINE]

"Irrigation" Market shall mean: [NEED TO DEFINE]

"Oil & Gas" Market shall mean: [NEED TO DEFINE]

- c) Distributor has the right to sell Amiad products hereunder in all other market segments (including without limitation the point-of-entry building, residential and commercial markets) subject to the market restrictions noted in Section 2(b) above (such Amiad products, the "Product" or "Products").

3) Territory. "Territory" under this Agreement shall mean the State of New York.



4) **Pricing.** Buy Prices: Distributor shall receive the following discounts on Product prices:

- 55% discount off the list price on Amiad and Filtomat Products (excluding Filtomat AMF filter) brands, and a 30% discount off on the list price on PEP Products prices (but only a 20% discount off BMF filter Products prices) and 30% discount off Arkal brands Products prices.

Attached hereto as **Exhibit A** is a current Product Pricing List and Discounted Prices purchased by Distributor hereunder.

Resell Commissions: Distributor will have no obligation whatsoever to pay any commissions to Amiad for any resold Products.

5) **Acceptance of Orders.** All orders are subject to acceptance or rejection by an authorized Amiad person.

6) **Terms of Sale.**

a) **Pricing.** All sales shall be at prices set forth under **Exhibit A** attached hereto, and Amiad shall have the right, in its discretion, time to time, to establish, change, alter or amend prices and other terms and conditions of sale. Distributor shall not accept orders in Amiad's name.

b) **Purchase Orders.** All Product purchase orders by Distributor hereunder are conducted only between Amiad and Distributor. A form of purchase order is attached hereto as **Exhibit B**.

c) **Payment Terms.** Payment Terms are 45 days from Invoice unless otherwise agreed upon by both parties for specific orders. If payment is not received by the due date, invoices are considered past due. Past due payments will be subject to a service charge of one percent (1%) per month or the maximum amount allowed by law, whichever is less. Most forms of payment are accepted by Amiad.

If Distributor is delinquent in paying any undisputed amount owed to Amiad by more than fifteen (15) days, then without limiting any other rights and remedies available to Amiad under the law, in equity, or under the contract, Amiad may (i) suspend production, shipment and/or deliveries of any or all Products purchased by Distributor, or (ii) by notice to Distributor, treat such delinquency as a repudiation by Distributor of the portion of the contract not then fully performed, whereupon Amiad may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable. If Amiad retains a collection agency and/or attorney to collect undisputed overdue amounts, all collection costs, including attorney's fees, shall be payable by Distributor. Distributor hereby represents to Amiad that Distributor is now solvent and agrees that each acceptance of delivery of the Products sold hereunder shall constitute reaffirmation of this representation at such time.

d) **Delivery Terms.** All sales are final and right to bill occurs when shipment has occurred; Amiad's standard Incoterms are Free Carrier. Amiad shall be responsible for any claims or damages resulting from a delay in delivery or failure to perform but will not be responsible for non-performance which results from: governmental regulations, strike, lockouts, accident, fire, delays in manufacturing, transportation, acts of God, or any other causes beyond the control of Amiad.

e) **System Integration & Related Intellectual Property Rights.** For skid-assemblies consisting of Amiad Products integrated with non-filtration (e.g. disinfection) water technologies manufactured by others, which Amiad assembles and sells to Distributor marketed and sold under the BETTER WATERS brand (e.g. BETTER WATERS seq30SD33, seq48SD-SP, seq15Z60), Distributor is not restricted to sales in New York only, but is entitled to sell throughout the United States and, subject to Amiad's written consent, outside the United States. Amiad may not offer for sale through any other distributor or directly, any such integrated system that combines Amiad Products with the products of any



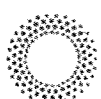
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manufacturer that Amiad has built or builds for Distributor to sell. Examples: Amiad + NeoTech Aqua Solutions (UV disinfection), Amiad + Spartan Environmental Technologies (ozone disinfection). For the avoidance of doubt, and notwithstanding anything to the contrary herein, Distributor may develop and sell any products of its own even if such products consist of a combination of any Amiad products and a third party's product which, together, result in Distributor's own proprietary product (any such product, "Distributor Product"). Any such Distributor Product is not subject to the distribution restrictions set forth herein (except that Distributor will not export without Amiad's permission). Amiad hereby grants Distributor a license to Amiad products (including the Amiad Products being purchased and distributed hereunder) to the extent necessary for any of Distributor's commercialization purposes in connection with Distributor Products. The parties hereto agree and acknowledge that any such Distributor Product, existing now or in the future, shall be Distributor's sole and exclusive intellectual property.

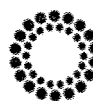
f) **Amiad Warranty & Returns.** All sales are subject to Amiad's standard return and warranty policy, attached hereto as **Exhibit C**. All requests for return or warranty must be brought forth by the Distributor and all correspondences related to such claims will be handled through the Distributor. In the event a warranty claim occurs, Amiad will provide support of this event immediately. The standard of support to this agreement will be; (1) phone technical support within two hours of the event notification; (2) onsite technician to site within three days of event notification. Only Amiad Products will be valid under the standard warranty and return terms and conditions of Amiad Products (set forth under **Exhibit C** attached hereto). With respect to other components not Products of Amiad, then the Distributor bears the risks and liability of repairing the filter system or loss of sale unless such occurrence is deemed in connection to Amiad's own negligence. Any negligence due to Amiad will result in Amiad being subject to Amiad's standard return and warranty policy set forth under **Exhibit C** attached hereto.

g) **Storage Fees Paid By Distributor.** If Distributor has not taken possession of the Products per the shipping terms under the applicable purchase order, Amiad will charge \$75/week/skidded unit up to 6 weeks commencing after 60 days of free storage after confirmed ship date. Amiad will charge \$50/week/non-skidded unit up to 6 weeks commencing after 60 days of free storage after the confirmed ship date. After 6 weeks of paid storage has elapsed for either skidded or non-skidded units, Distributor will be responsible for removing goods from Amiad's facility.

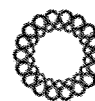
h) **Storage Fees Paid By Amiad.** If Amiad has not delivered the Products per the shipping terms under the applicable purchase order, Amiad will reimburse Distributor \$75/week/skidded unit and \$50/week/non-skidded for each order that is delayed greater than two (2) weeks from delivery date provided at the time of order due to Amiad's own fault. Amiad will not reimburse or be held responsible for any delays due to interference or change orders arisen by Distributor restricting Amiad's scope of supply.

7) **Distributor's Relationship and Conduct of Business.**

- a) Distributor, at its own expense, shall maintain a sales office in the Territory and devote such time as may be reasonably necessary to sell and promote Amiad's Products within the Territory.
- b) Distributor will conduct all of its business in its own name and in such manner it may see fit. Distributor will be responsible for any and all expenses whatever of its office and activities, and be responsible for the acts and omissions of its employees.
- c) Nothing in this Agreement shall be construed to constitute Distributor as the partner, employee or agent of Amiad nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.
- d) Any services subcontracted and of its own incurred by the Distributor will be under the sole expense of the Distributor and Distributor shall be responsible for any such subcontractor.
- e) Distributor shall abide by Amiad's written policies and if attached hereto.



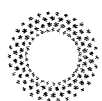
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- f) Amiad shall be solely responsible for the design, development, supply, production and performance of its products (including any Products purchased hereunder) and the protection of its patents, trademarks and trade names. Amiad agrees to indemnify and hold Distributor harmless from and against and to pay all losses, costs, damages or expenses whatsoever, including reasonable attorney's fees, which Distributor may sustain or incur on account of (i) infringement or alleged infringement of patents, trademarks, or trade names, or (ii) breach of warranty in any way resulting from the sale of Amiad's products, or (iii) due to any product liability claims whatsoever, or (iv) due to any breach of this Agreement by Amiad, or (v) due to any other acts or omissions by Amiad beyond the reasonable control of Distributor.
- g) Amiad shall furnish Distributor, at no expense to Distributor, samples, catalogs, literature and any other material necessary for the proper promotion and sale of its products in the territory. Any literature which is not used or samples or other equipment belonging to Amiad shall be returned to Amiad at its request.
- h) If for any reason Distributor, at Amiad's request, takes possession of Amiad's products, the risk of loss or damage to or destruction of such products shall be borne by Amiad, and Amiad shall indemnify and hold Distributor harmless against any claims, debts, liabilities or causes of action resulting from any such loss, damage, or destruction.
- i) Amiad will keep Distributor fully informed about sales and promotional policies and programs affecting the Distributor's Territory.
- j) Distributor is responsible for participating in Amiad sales meetings at least every other year if invited by Amiad in writing.

8) Distributor's Sales Responsibilities.

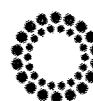
Distributor will promptly and professionally handle all sales inquiries.

9) Purchase Commitment.

a) In consideration of the sole and exclusive distribution right granted by Amiad to Distributor under Section 3 above, Distributor undertakes to purchase Amiad products for a minimum purchase volume over the course of a two-year period equal to \$800,000. Following such two-year period and for the remaining term of the Agreement, the parties will mutually agree on a subsequent purchase commitment amount, provided that such 2 year purchase commitment amount shall not exceed 15% more than the preceding 2 year purchase commitment amount unless both parties hereto mutually agree in writing.

b) The annual purchase commitments set forth in this Section 9 shall be on a *cumulative* basis, such that purchase amounts in excess of the above annual minimum commitments in any given term may be applied to any subsequent term for the purposes of fulfilling bi-annual purchase minimums in advance. The amounts set forth above shall not be modified without the prior written agreement of both parties hereto.

c) Should Distributor fail to meet the purchase commitment stated in Section 9(a) above, Amiad shall be entitled, at its sole discretion, to either (i) withdraw the sole and exclusive distribution right granted to Distributor or (ii) terminate this Agreement according to the terms in Section 10 below. If Distributor does not meet its 2 year purchase commitment set forth above and Amiad does not elect (in writing) one of the two options set forth above in this Section 9 by no later than thirty (30) days following the Renewal Period in question, Amiad shall be deemed to have waived these rights and the Agreement will continue in full force and effect as though that given term's purchase commitment had been met by Distributor.



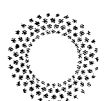
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10) Term of Agreement; Termination. This Agreement shall commence on the Effective Date and shall continue in force for two (2) years, and shall be automatically renewed for additional two (2) year periods thereafter (each, a "Renewal Period") unless terminated by Distributor by giving written notice to Amiad not less than thirty (30) days prior to the end of the initial two (2) year period or any Renewal Period (collectively, the initial 2 year period and any Renewal Period(s), the "Term"). Amiad may terminate this Agreement solely if (i) Distributor has not fulfilled its purchase requirements set forth under Section 9 above only if Amiad (i) gives written notice not to elect for renewal by providing written notice of termination at least thirty (30) days before the beginning of the applicable two-year Renewal Period.

This Agreement may also be terminated:

- a) By Amiad immediately upon written notice to Distributor by registered or certified mail if there is a change of greater than fifty (50%) percent of the present ownership or control of the Distributor's business without Amiad's written consent.
- b) By Distributor immediately upon written notice to Amiad by Registered or Certified mail in the event Amiad sells substantially all of the assets of its business or there is a change of 50% or more of its present ownership, or it is merged with another firm, corporation or business and Amiad is not the surviving company.
- c) By either party for material breach:
 - i. in the event of the other party's unreasonable and repeated failure to perform the terms and conditions of this Agreement if resulting in a material breach and if thereupon written notice of the failure is mailed to or served upon that party, the failure is not cured within thirty (30) days after receipt of such notice, and written notice of termination is mailed to or served on that party, or
 - ii. upon immediate written notice to the other party in the event that party has filed or has filed against it a petition in bankruptcy (which is not dismissed within thirty (30) days after it is filed) or that party makes an assignment for the benefit of creditors; or
- d) By mutual written agreement of both parties hereto.

11) Rights Upon Termination.

Upon termination of this Agreement for any reason, subject to Distributor delivering to Amiad at Distributor's expense, all unused and / or undistributed samples, catalogs, literature and any other material necessary for the proper promotion and sale of its Products in the Territory, as well as all applicable customer information, Distributor shall be entitled to the sale in full of all orders calling for shipment into Distributor's Territory which are dated or communicated (specifications) to Amiad prior to the effective date of termination, regardless of when such orders are shipped; or releases and shipments on such orders take place.

12) Confidentiality.

"Confidential Information" shall mean all confidential, proprietary or secret information, including without limitation components, parts, drawings, data sketches, plans, programs, specifications, techniques, processes, algorithms, inventions and other information or material, owned, possessed or used by either Distributor or Amiad which is at any time so designated by such party in writing as "Confidential" or "Proprietary", whether by letter or by the use of a proprietary stamp or legend, before any such Confidential Information is disclosed to the other party. In addition, Confidential Information includes information that (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Confidential Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made. The provisions of Section 11 notwithstanding, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing



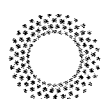
AMIAD



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party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.

13) Distributor agrees to indemnify Amiad and hold it harmless from and against any and all claims, damages, costs, and expenses, including reasonable attorney fees, arising from Distributor's conduct under this agreement, including but not limited to, any representation or warranty regarding Amiad's products made by or on behalf of Distributor or Amiad other than as specifically authorized by Amiad in writing. Distributor will not be responsible for any breach of warranty by Amiad.

14) Should Distributor become aware of any customer dissatisfaction with any of Amiad's products, Distributor will endeavor to notify Amiad in writing as soon as practicable.

15) Upon termination, neither party shall disparage the other to customers or any other person or entity, privately or publicly. In the event of a breach of this provision following termination of this Agreement, either party shall have the right to seek injunctive relief and / or damages from the other.

16) General. This Agreement contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Distributor shall not have the right to assign this Agreement in whole or in part without Amiad's written consent.

17) Governing Law. This Agreement shall be construed according to the laws of the State of Delaware.

18) Disputes and Arbitration. The parties agree that any disputes or questions arising hereunder, including the construction or application of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in force, and that the arbitration hearings shall be held in San Francisco, CA. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, either or both parties may request the American Arbitration Association for a list of five (5) potential arbitrators. Amiad shall strike the names of two (2) on this list, the Distributor shall then strike two (2) names, and the remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitrator equally, unless the arbitrator determines that the expenses shall be otherwise assessed.

19) Notices. All notices, demands or other communications by either party to the other shall be in writing (whether email or regular mail) and shall be effective upon personal delivery or if sent by mail seventy-two (72) hours after deposited in the United States mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed as follows until such time as another address is given by notice pursuant to this Section 19:

Distributor: 220 West 93 Street, Suite 13A. New York NY 10025

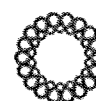
Amiad: [INSERT ADDRESS]

20) Limitation of Liability. In no event shall Distributor's cumulative liability to Amiad under this Agreement, whether arising in contract, tort or otherwise and whether at common law or statute, exceed in the aggregate one hundred percent of the purchase prices received by Amiad under this Agreement in the trailing twelve (12) months from the date a claim arose. Further, in no event shall Distributor be liable for: (i) punitive, special, indirect, incidental or consequential damages; or (ii) loss of profits or business, loss of revenues, loss of opportunities, loss of savings, loss of or damage to data, loss of use damages or failure to realize expected savings arising out of this Agreement even if Distributor has been advised of the possibility of such damages. Nothing in the foregoing provisions shall preclude Distributor from obtaining injunctive or other non-financial relief to which it is entitled.

[SIGNATURE PAGE FOLLOWS]



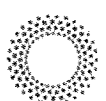
AMIAD



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written in multiple counterparts, each of which shall be considered an original.

AGREED AND ACCEPTED:

Advanced Water Technologies Inc.:

Name: Matthias Kriesberg

Sign: _____

Title: President

Date: _____

Amiad USA, Inc.:

Name: Sharon Cohen

Sign: _____

Title: President

Date: _____

Name: Matthew Miles

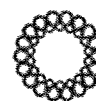
Sign: _____

Title: Controller

Date: _____



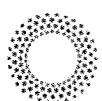
AMIAD



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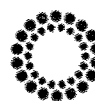
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EXHIBIT A – PRICING LIST & DISCOUNTED PRICES

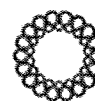
CURRENT PRODUCT PRICING:

DISCOUNTED BUY PRICE HEREUNDER:

[INSERT]



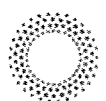
AMIAD



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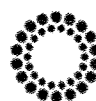
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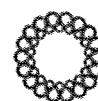
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EXHIBIT B – FORM OF PURCHASE ORDER

[INSERT]



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EXHIBIT C – AMIAD’S RETURN AND WARRANTY POLICY

[INSERT]



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Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 5

June 28th, 2016

To:
Advanced Water Technologies Inc. dba BETTER WATERS
508 West 26 Street, Suite 9A
New York, NY 10001

Dear Mr. Kaye,

Re: Annual Sales Target – Notice Letter

This letter is further to the agreement between Amiad USA Inc. ("Amiad") and Advanced Water Technologies Inc. ("AWT") dated 31 May 2005 (the "**Agreement**") appointing AWT as an exclusive distributor for the Market in the Territory (as such terms are defined in the Agreement).

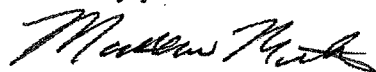
You hereby notified that as of January 1st, 2016 and until 30th May 2016, the total volume of sales from Amiad stands on USD 81,892. According to the sales volume at this point of time in the year, Amiad anticipates that you will not reach your annual sales target for year 2016. We remind AWT that according to the terms of the Agreement the sales volume for this year must be above USD 431,919.

Therefore, in order for Amiad to ensure that AWT will comply to its obligation under the Agreement and reach its sales goal for year 2016, Amiad requests that within the next 21 days AWT will provide Amiad with a detailed plan that will show how AWT plans to reach its annual sales target. The plan must include details on potential prospects and the probability of receiving an order and performing delivery within 2016.

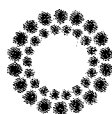
Please note that it has come to Amiad's attention that AWT has been presenting competing products to Amiad's products despite the trust Amiad has vested in AWT. AWT is an exclusive distributor, is far from reaching its sales target, and complying to the obligations in the Agreement. The above actions put AWT in breach of the spirit of the agreement and the relationship between parties. AWT is expected to make its best efforts to comply with its obligations under the Agreement, and reach the annual sales target.

Amiad reserves the right to take action in order to protect its interest and to make sure Amiad does not suffer any loss or damage before the end of the year, including the termination of exclusivity.

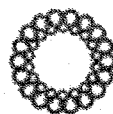
Sincerely yours,

A handwritten signature in black ink, appearing to read 'Matthew Miles'.

Matthew Miles
Amiad USA Inc.



AMIAD



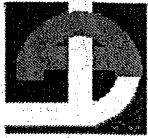
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amiad[®] FILTRATION SYSTEMS

March 31, 2005

Advanced Water Technologies Inc.
(DBA Better Waters)
Mr. Matthias Kriesberg
220 West 93 Street, # 13A
New York, NY 10025
USA
212 366 0990
800 720 7976 or 212 875 8763

Re: Agreement between Amiad Filtration Systems and Advanced Water Technologies Inc.

1) Amiad assigns distribution of its SAF and EBS series filtration products exclusively to AWT for wholesale and retail sales within the territory and markets defined below:

Territory: New York City, 5 boroughs; Nassau & Suffolk counties. The territory is defined by location of the installation, or offices of the customer (i.e. a New York City customer may purchase a filtration product for installation at a location outside of New York City).

Market: Domestic water supplies and potable water applications in buildings. HVAC applications are excluded from exclusivity.

2) Renewal of this agreement will be automatic on an annual basis subject to the following:

Quota: AWT must purchase an agreed \$ volume from Amiad on an annual basis; if AWT does not do so, Amiad may elect to continue or discontinue the exclusive nature of the distribution agreement. The annual increase in sales / quota should be a reasonable number and will be jointly agreed between Amiad and AWT. If AWT meets the quota, it has an automatic right of renewal, subject to continued creditworthiness, continuing and responsible efforts to sell Amiad filtration, and responsible maintenance of equipment it has sold. **The sales quota / target for NET purchases of Amiad products is US\$ 55,000 in FY 2005 (i.e. January 1 - December 31, 2005).**

AWT is also permitted to sell Amiad filtration to customers outside of New York City, on a project-by-project basis. Prior to engaging in each project, AWT must obtain permission from Amiad.

It is the premise of this agreement that Amiad and AWT will cooperate on efforts to sell Amiad filtration.

Amiad Filtration Systems

Eric Rothberg
V.P. Sales & Marketing

Advanced Water Technologies Inc.

Matthias Kriesberg
President

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 6



August 1, 2016

Mr. Matthew Miles
Amiad USA, Inc.
120-J Talbert Road
Mooreville NC 28117

Dear Mr. Miles:

I received your letter of June 28th (attached) for some reason delayed. Below I respond to and hopefully illuminate some of the points you have raised.

The letter overall is puzzling to me. First, with reference to the two figures you cite – \$81,892 and \$431,919 – please clarify how you arrived at these numbers. The former is much less than the volume we have purchased in 2016 to date (whether you are counting orders placed or invoices generated). The latter is not accurate, as the controlling agreement of March 31, 2005 (also attached) states an annual quota of \$55,000 per year.

The annual 55K quota remains in place unless changed by agreement of both parties. AWT has regularly exceeded its quota year after year since the inception of the 2005 agreement, bringing you some millions of \$ of sales since then. Per Section 2 of the attached 2005 agreement, as we have already exceeded our 2016 purchase volume, renewal of these exclusive distribution rights is automatic. We expect the agreement and our business relationship therefore to remain unchanged, as it has been for the past 10+ years, now through at least 2017. If and where you may disagree with the above, please explain.

I am pleased to inform that we have a number of large orders we expect to send you in the next weeks or months, as well as others more likely to arrive in 2017. Even though we are currently holding purchase orders from customers, they are not actionable or enforceable until submittals are returned approved. That's why Amiad has not seen them. As soon as submittals in question are returned, we will be releasing respective orders with "deliver by" dates as is customary.

As you may know, over the course of 2015 Sharon and I met on various occasions to discuss a more detailed contractual relationship. At the conclusion of these discussions, having reached agreement on most if not all points, Amiad forwarded to us an agreement that (1) omitted the essential terms concluded during discussions (e.g. assured exclusivity subject to agreed purchase volumes) and (2) appeared to be a cut-and-paste extract from a boilerplate rep agreement that bore no relation to our understandings.

Accordingly, I invested in the creation of a detailed agreement that represented our best efforts to define the agreed terms, including a much higher purchase volume. Amiad declined to act on the agreement, which I sent Sharon on two occasions via email. In the absence of a new agreement, we continue to operate under the controlling terms of the 3/31/05 one.



AWT to Mr. Matthew Miles, August 1, 2016, page 2

We remain committed to our business relationship with Amiad, and expect the same from Amiad. The 2005 agreement makes clear that Amiad will exclusively sell through AWT in the agreed territory if AWT meets its sales quota, which it has never failed to exceed since the year of agreement. At no time have we contemplated, or agreed, to represent only Amiad in the markets we serve. That would be entirely inconsistent with our commitment to serve our customers' interests first. I have made this clear to Amiad both in writing and orally, on numerous occasions, in particular since the time Sharon assumed the office of president of Amiad USA. In fact, our distribution relationships with some manufacturers predate our distribution relationship with Amiad.

Moreover, we have observed some customer disappointment with Amiad over the past couple of years. You may or may not be fully aware of these issues, but certainly you have resources at hand to bring you up to speed. Naturally, poor user experience does not make our position representing Amiad easier.

Your final paragraph is perplexing. What "right to take action" are you asserting on behalf of Amiad, and based upon which particulars referenced within the governing 2005 agreement do you consider us to be not in accord with?

Regarding your request for a "detailed plan", with "details on potential prospects...", I hope you will understand that we have confidentiality obligations to adhere to and thus cannot share company-sensitive information. That said, we can agree that in the normal course of doing business we regularly consult with Amiad engineering and quotations departments for accurate and up-to-date information that allows us to accurately specify and quote your equipment, so that we can properly support the engineering community in specifying on new projects. In that context, I have no objection to disclosing to you projects and equipment specifications that we have good reason to believe are approaching order status, or are currently being bid. However, our willingness to do so is understandably conditional on Amiad's reaffirmation of its commitment not to permit the sale of ordered products (per territory definitions, and otherwise project-specific where AWT has specifically advised Amiad) by any avenue other than through AWT distribution, per the existing 2005 agreement. Would you have reason to dispute concurrence with the above?

Of course we expect Amiad to comply fully with its contractual obligation to forward to AWT (and to AWT exclusively) any inquiries by bidders or customers for Amiad products in our territory, or which through our efforts we have caused to be specified by engineers or property owners. I would appreciate Amiad's confirmation of the above. If otherwise, please notify me and we will need to address promptly.

Our hope is to continue a prosperous business relationship.

Sincerely,

Matthias Kriesberg, President
Advanced Water Technologies Inc. dba BETTER WATERS

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 7



Amiad USA Ltd.
120 Talbert Road, Suite J
Mooresville, NC 28117

Tel: 704.662.3133
Fax: 704.662.3155

E-mail: infousa@amiad.com
Web: www.amiadusa.com

March 14th, 2017

Mr. Matt Kaye
Advanced Water Technologies Inc. dba BETTER WATERS
508 West 26 Street, Suite 9A
New York, NY 10001

Re: Amiad USA Inc.

Dear Matt,

This letter is further to previous discussions and notices Amiad USA Inc. ("Amiad") has provided to Advanced Water Technologies Inc. ("AWT") with respect to setting and complying with annual sales target, as well as lack of compliance to payment terms.

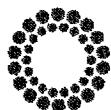
Amiad hereby notifies AWT that as of 1st April 2017 the exclusive appointment of AWT in the Market in the Territory (as defined in the agreement between Amiad and AWT dated 31st March 2005) will be terminated.

Amiad will be happy to continue and cooperate with AWT in the marketing and sale of Amiad's products as a non-exclusive distributor in the Market in the Territory, based on Amiad's standard terms of distribution and subject to AWT complying with its payment terms (up to the credit approved by Amiad and maintaining no overdue payments).

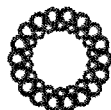
Sincerely yours

Eric Peterson
President
Amiad Water Systems

Cc: Nanny Balas
Jeff Canil
Eyal Yavin



AMIAD



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Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 8



March 29, 2017

Mr. Eric Peterson, President
Amiad Water Systems
Amiad USA Ltd.
120 Talbert Road, Suite J
Mooreville, NC 28117

Dear Eric,

We are in receipt of your March 14, 2017 letter purporting to terminate our distribution agreement as of April 1, 2017. That termination notice is rejected.

As you know, the terms of our existing business arrangement and prior dealings, including the exclusive distribution rights held by Advanced Water Technologies Inc. ("AWT"), are governed by the Agreement between Amiad Filtration Systems ("Amiad") and AWT, dated March 31, 2005 (the "Agreement").

The Agreement clearly defines the circumstances that provide for its automatic renewal. AWT exceeded its required purchase volume in 2016, and has already purchased more than the annual minimum required in 2017. Thus the Agreement is automatically renewed through at least 2018, just as it automatically renewed during each of the preceding twelve years of our arrangement.

Amiad has no grounds to terminate the Agreement. AWT's creditworthiness is not in question, nor its responsible efforts to sell Amiad Filtration. Additionally, AWT has an excellent record of responsibly maintaining previously sold equipment in the field.

I therefore look forward to your acknowledging concurrence with the terms of the Agreement. Should Amiad act on its threat to breach the exclusivity (or any other) provision of the Agreement, we will not hesitate to pursue all available avenues, including litigation, to enforce our rights.

This letter is without prejudice to the rights and remedies of Advanced Water Technologies, Inc., which are expressly preserved.

Sincerely,

Matthias Kriesberg
President, Advanced Water Technologies

CC:
Eric Henry, BDH LLP
Kristin Rosenblum, BDH LLP

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 9

From: Michael Poth <Michael.Poth@amiad.com>
Sent: Sunday, December 31, 2017 4:39 PM
To: Matt Kaye
Cc: Eric Peterson; Eyal Yavin
Subject: Re: follow up to our meeting

Hi Matt

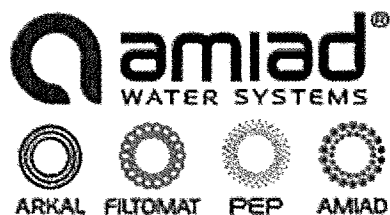
Thanks for the response. We can coordinate a review of the issues you described after the new year, in the meantime I want to get moving on a sales target for Betterwaters based on my assumption to move forward together. I have set a target for Betterwaters this coming year, 2018, of \$700,000 in total sales. I think that this is a fair target based on our history together and the market potential and you can count on Amiad support getting there.

Let's regroup next week and discuss how we reach our goal.

Best Regards,

Michael Poth
President
Amiad U.S.A.
michael.poth@amiad.com
(704) 501-7605
www.amiadusa.com

Yes We Can!



From: Matt Kaye <matt@betterwaters.com>
Date: Monday, December 4, 2017 at 8:08 AM
To: Michael Poth <Michael.Poth@amiad.com>
Cc: Eric Peterson <Eric.Peterson@amiad.com>, Eyal Yavin <eyal.Yavin@amiad.com>
Subject: follow up to our meeting

Michael,

My thanks to you and your colleagues for taking the time to meet, and for the in-depth discussion.

I would think as a first step we should move forward on better establishing the conditions in the field question, using the "representative sample" metric you proposed. I can begin the discussion with Eyal re how best to proceed logistically, and then we would need to agree on a methodology that would give us all the kind of reasonably accurate info we are looking for.

Please let me know if this seems right to you as the best way to proceed.

Thank you,

Matt

--

Matt Kaye, President

BETTER WATERS

508 West 26 Street, Suite 917

New York NY 10001

www.betterwaters.com

cell 917 696 2457

main 212 366 6700

mxk@betterwaters.com



Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 10

Invoice No: 7300048108

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 214085
FILTRATION SERVICES
9 VOLCANIC HILL
WANTAGE NJ 07461
USA
Contact:
Tel: 862-354-1946
Fax:

Information:
Invoice Date: 07/27/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 08/26/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 164748 **Date:** 07/03/2017
Packing List No: 80194743 **Date:** 07/26/2017

Customer PO: 817
Customer PO Date:
BillOfLad.: 1Z235W870354460824

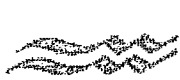
NC SHIP 7-06-2017 UPS GROUND PPA
PRICING PER EYAL

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	710103-005434 CAP SAF-1500/3000/4500 NYLON 12 SLN DW	4	PC	54.54 USD	218.16 USD
20	710103-002165 CONNECTING PIN SAF-1500/3000/4500 S/ST316L	2	PC	11.88 USD	23.76 USD
30	700101-000945 WEAWEWIRE SCREEN S/ST316L 4500SQ.CM 25MIC SAF-4500	1	PC	1,723.50 USD	1,723.50 USD
40	770102-000413 PARKER O-RING 2-016 EPDM 70 SHORE DW	4	PC	0.54 USD	2.16 USD
50	990103-000413 FREIGHT CHARGES	1	PC	164.15 USD	164.15 USD
Sub-total Order					1,967.58 USD
Order charges					164.15 USD
Total Price					2,131.73 USD

Invoice No: 7300048108

Page 2 of 2

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
<p>Amiad USA, Inc. and TEQUATIC PLUS Product Lines' respective Standard Terms and Conditions Apply.</p> <p>TEQUATIC is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, used under license.</p>					



better
waters

Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
7/2/2017	817

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Eric Jenkins 9 Volcanic Hill Road Wantage NJ 07461 United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
710103-005434 CAP SAF-1500/3000/4500 NYLON 12 SLN DW	4		54.54	218.16	
Connecting Pin (SAF -1500, 3000, 4500)	2		11.88	23.76	
700101-000945 WEAWEWIRE SCREEN S:ST316L	1		1,723.50	1,723.50	
4500SQ CM 25MIC SAF-4500					
PARKER O-RING 2-016 EPDM 70 SHORL DW	4		0.54	2.16	
770102-000413					
Amiad quotation number 20060258					
				Total	\$1,967.58

Invoice No: 7300048111

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 214085
FILTRATION SERVICES
9 VOLCANIC HILL
WANTAGE NJ 07461
USA
Contact:
Tel: 862-354-1946
Fax:

Information:
Invoice Date: 07/27/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 08/26/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 166626 **Date:** 07/19/2017
Packing List No: 80194741 **Date:** 07/26/2017
Quotation: 20061604 **Date:** 06/30/2017
Customer PO: 820
Customer PO Date:
BillOfLad.: 1Z235W870354553233

NC SHIP 7-21-2017 UPS GROUND PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	700101-000969 WEAWEWIRE SCREEN S/ST316L 6000SQ.CM 25MIC SAF-6000	1	PC	3,072.60 USD	3,072.60 USD
20	710103-002228 NOZZLE SAF-6000 POM SCANNER	4	PC	18.90 USD	75.60 USD
30	710103-002230 CONNECTING PIN SAF-6000 SAE 1020	1	PC	15.66 USD	15.66 USD
40	770102-000182 PARKER O-RING 2-459 NBR 70 SHORE	1	PC	15.66 USD	15.66 USD
50	990103-000413 FREIGHT CHARGES	1	PC	64.04 USD	64.04 USD
Sub-total Order					3,179.52 USD
Order charges					64.04 USD
Total Price					3,243.56 USD

Invoice No: 7300048111

Page 2 of 2

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
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Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
7/18/2017	820

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Eric Jenkins 9 Volcanic Hill Road Wantage NJ 07461 United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
700101-000969 SAF6000 weavewire screen (25µ), 316L	1		3,072.60	3,072.60	
710103-002228 NOZZLE SAF-6000 POM SCANNER	4		18.90	75.60	
710103-002230 CONNECTING PIN SAF6000 SAE 1020	1		15.66	15.66	
770102-000182 PARKER O-RING 2-459 NBR 70 SHORE	1		15.66	15.66	

Amiad quotation number 20061604

Total	53,179.52
-------	-----------

Invoice No: 7300049110

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308628
BETTER WATERS
Matt Kaye
212-366-6700
7 PARK LAKE ROAD, UNIT 9
SPARTA NJ 07871
USA
Contact:
Tel:
Fax:

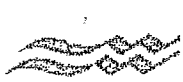
Information:
Invoice Date: 08/21/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 09/20/2017
Delivery Method: Courier
Incoterms: DAP SPARTA NJ
Sales Order: 169262 Date: 08/10/2017
Packing List No: 80197120 Date: 08/21/2017

Customer PO: 826
Customer PO Date:
BillOfLad.:

DROP SHIP TO CUSTOMER PREPAY AND ADD
CONTACT: MATT KAYE 212-366-6700

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	710105-000090	1	PC	1,492.20 USD	1,492.20 USD
	METAL HOUSING 2" IN-LINE BSPT S/ST316L SAND BLAST				
20	900101-001065	1	PC		
	CARTON BOX RSC 440X310X210MM FOR 2" STEEL				
Total Price					1,492.20 USD

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better
waters

Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
8/8/2017	826

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
direct ship option tbd United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
710105-000090 METAL HOUS 2" I/L BSPT S/ST316L S.BLAST	1		1,492.20	1,492.20	
Amiad quotation No: 20061007					
				Total	\$1,492.20

Invoice No: 7300049643

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308733
RUBY HAS FULFILLMENT
C/O BETTER WATERS
5 INEZ LANE
BAY SHORE NY 11706
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 09/01/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 10/01/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 168538 **Date:** 08/04/2017
Packing List No: 80198784 **Date:** 08/31/2017

Customer PO: 823
Customer PO Date:
BillOfLad.: 1Z9210080347256777

CA SHIP 8-31-2017 UPS GROUND PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	700101-000946 WEAVEWIRE SCREEN S/ST316L 4500SQ.CM 50MIC SAF-4500	1	PC	1,976.40 USD	1,976.40 USD
20	770104-000080 HYDRAULIC SEAL EPDM YELLOW DOT 70 SHORE SCREEN STEEL FILTER	2	PC	21.06 USD	42.12 USD
30	990103-000413 FREIGHT CHARGES	1	PC	51.81 USD	51.81 USD
Sub-total Order					2,018.52 USD
Order charges					51.81 USD
Total Price					2,070.33 USD

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Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
8/4/2017	823

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
BETTER WATERS Ruby Has Fulfillment 5 Inez Lane Bay Shore NY 11706 United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
SAF4500 weavewire screen (50µ), 316L	1		1,976.40	1,976.40	
Cylinder Seal	2		21.06	42.12	
Amiad quotation No: 20062591					
				Total	\$2,018.52

add ground freight at cost.



Amiad USA Inc.
120-J Talbert Road, Mooresville, NC 28117

Tel: 1 704 662 3133
Fax: 1 704 662 3155
infousa@amiad.com
www.amiadusa.com

Page 1 of 1

Invoice No: 7300049705

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308628
BETTER WATERS
Matt Kaye
212-366-6700
7 PARK LAKE ROAD, UNIT 9
SPARTA NJ 07871
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 09/06/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 10/06/2017
Delivery Method:
Incoterms: DAP SPARTA NJ
Sales Order: 169262 **Date:** 08/10/2017
Packing List No: 80199290 **Date:** 09/05/2017

Customer PO: 826
Customer PO Date:
BillOfLad.:

DROP SHIP TO CUSTOMER PREPAY AND ADD
CONTACT: MATT KAYE 212-366-6700

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	990103-000413 FREIGHT CHARGES	1	PC	82.50 USD	82.50 USD
Order charges					82.50 USD
Total Price					82.50 USD

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Remit To: 7050 Solutions Center, Chicago, IL 60677-7000
For ACH: Routing 021052053, Acct# 33554070

Invoice No: 7300049835

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308762
METRO FILTER SALES INC.
250 CLEARBROOK ROAD
ELMSFORD NY 10523
USA
Contact:
Tel: 914-826-8888
Fax:

Information:
Invoice Date: 09/13/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 10/13/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 171474 **Date:** 09/05/2017
Packing List No: 80199762 **Date:** 09/08/2017

Customer PO: 832
Customer PO Date:
BillOfLad.: 1Z235W870352330021

NC SHIP 10-27-2017 UPS GROUND PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	770102-000167 PARKER O-RING 2-430 NBR 70 SHORE	1	PC	32.94 USD	32.94 USD
20	990103-000413 FREIGHT CHARGES	1	PC	9.53 USD	9.53 USD
Sub-total Order					32.94 USD
Order charges					9.53 USD
Total Price					42.47 USD

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Amiad USA Inc.
120-J Talbert Road, Mooresville, NC 28117

Tel 1 704 662 3133
Fax 1 704 662 3155
infousa@amiad.com
www.amiadusa.com

Page 1 of 1

Invoice No: 7300050062

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 302290
ERIC JENKINS
FILTRATION SERVICES, LLC.
9 VOLCANIC HILL ROAD
WANTAGE NJ 07461
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 09/18/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 10/18/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 163060 **Date:** 06/19/2017
Packing List No: 80200565 **Date:** 09/15/2017
Quotation: 20061069 **Date:** 06/12/2017
Customer PO: 812
Customer PO Date:
BillOfLad.: 1Z235W870354067036

NC SHIP 9-25-2017 UPS GROUND OR BEST WAY

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	700190-002958	1	PC	4,667.76 USD	4,667.76 USD
	PISTON 100MM ASSY MTG 316				
20	990103-000413	1	PC	96.48 USD	96.48 USD
	FREIGHT CHARGES				
Sub-total Order					4,667.76 USD
Order charges					96.48 USD
Total Price					4,764.24 USD

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Remit To: 7050 Solutions Center, Chicago, IL 60677-7000
For ACH: Routing 021052053, Acct# 33554070



Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
6/17/2017	812

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Eric Jenkins 9 Volcanic Hill Road Wantage NJ 07461 United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
700190-002958 PISTON 100MM ASSY MTG 316 for AMF	1		4,667.76	4,667.76	
				Total	\$4,667.76

Invoice No: 7300050537

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308628
BETTER WATERS
7 PARK LAKE ROAD, UNIT 9
SPARTA NJ 07871
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 10/02/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 11/01/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 171638 **Date:** 09/06/2017
Packing List No: 80202441 **Date:** 10/02/2017

Customer PO: REPL-826
Customer PO Date:
BillOfLad.: 1Z235W870354362501

**REPLACEMENT OF MISS QUOTED PART/HOUSING
EXPECTED SHIP 11-3-2017**

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	710105-002658 SAF-4500 LID SZSZ 5017 ST.37-2 RESIC DW	1	PC	822.42 USD	822.42 USD
Total Price					822.42 USD

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better
waters

Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
10/12/2017	836

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Better Waters Matt Kaye 220 West 93rd Street New York, NY 10025

Receive By	Vendor #	Memo
		sales order 171638

Item Description	Quantity	Options	Rate	Amount	Tag
710105-002658 SAF-4500 LID SZSZ 5017 ST:37-2 RESIC DW	1		822.42	822.42	
				Total	\$822.42

Invoice No: 7300051309

Page 1 of 1

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 308762
METRO FILTER SALES INC.
250 CLEARBROOK ROAD
ELMSFORD NY 10523
USA
Contact:
Tel: 914-826-8888
Fax:

Information:
Invoice Date: 11/02/2017
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 12/02/2017
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 171474 **Date:** 09/05/2017
Packing List No: 80205642 **Date:** 11/01/2017

Customer PO: 832
Customer PO Date:
BillOfLad.: 1Z235W870352757384

NC SHIP 10-27-2017 UPS GROUND PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	770102-000179 PARKER O-RING 2-455 NBR 70 SHORE	1	PC	105.30 USD	105.30 USD
20	990103-000413 FREIGHT CHARGES	1	PC	13.91 USD	13.91 USD
Sub-total Order					105.30 USD
Order charges					13.91 USD
Total Price					119.21 USD

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Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
9/3/2017	832

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Metro Filter Sales Inc 250 Clearbrook Road Elmsford NY 10523 United States

Receive By	Vendor #	Memo

Item Description	Quantity	Options	Rate	Amount	Tag
770102-000179 PARKER O-RING 2-455 NBR 70 SHORE (BLUE)	1		25.00	25.00	
770102-000167 PARKER O-RING 2-430 NBR 70 SHORE (BLUE)	1		20.00	20.00	
				Total	\$45.00



Amiad USA Inc.
120-J Talbert Road, Mooresville, NC 28117

Tel: 1 704 662 3133
Fax 1 704 662 3155

infousa@amiad.com
www.amiadusa.com

Page 1 of 1

Invoice No: 7300053598

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 309355
ASTOR PLACE
ATTN JIMMY GJOKAJ
445 LAFAYETTE ST
NEW YORK NY 10003
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 02/15/2018
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 03/17/2018
Delivery Method: Road
Incoterms: EXW AMIAD USA
Sales Order: 184229 **Date:** 01/30/2018
Packing List No: 80215560 **Date:** 02/13/2018

Customer PO: 849
Customer PO Date:
BillOfLad.: ESTES 010-9782984

NC SHIP AIR FREIGHT \$650.00
AT 20066301

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	710105-001014 SAF-3000 HOUSING 3" ASA/BSTD PKPK 3002 ST.37-2 POLYESTER	1	PC	2,308.50 USD	2,308.50 USD
20	990103-000413 FREIGHT CHARGES, AIR \$650.00	1	PC	289.47 USD	289.47 USD
Sub-total Order					2,308.50 USD
Order charges					289.47 USD
Total Price					2,597.97 USD

Amiad USA, Inc. and TEQUATIC PLUS Product Lines' respective Standard Terms and Conditions Apply.
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Remit To: 7050 Solutions Center, Chicago, IL 60677-7000
For ACH: Routing 021052053, Acct# 33554070

Invoice No: 7300053640

Page 1 of 1

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 306917
BETTER WATERS
509 WEST 26th STREET
NEW YORK NY 10001
USA
Contact:
Tel: 212-366-6700
Fax:

Information:
Invoice Date: 02/20/2018
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 03/22/2018
Delivery Method: Courier
Incoterms: DDP NEW YORK NY 10001
Sales Order: 184879 **Date:** 02/06/2018
Packing List No: 80215228 **Date:** 02/20/2018

Customer PO: 850
Customer PO Date:
BillOfLad.:

ISRAEL SHIPMENT BEST WAY AIR PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	770104-000147 GASKET NATURAL 267MMX220MMX2MM 70 SHORE AMF	1	PC	35.64 USD	35.64 USD
Total Price					35.64 USD

Amiad USA, Inc. and TEQUATIC PLUS Product Lines' respective Standard Terms and Conditions Apply.
TEQUATIC is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, used under license.

Invoice No: 7300053878

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 309355
ASTOR PLACE
ATTN JIMMY GJOKAJ
445 LAFAYETTE ST
NEW YORK NY 10003
USA
Contact:
Tel:
Fax:

Information:
Invoice Date: 02/22/2018
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 03/24/2018
Delivery Method:
Incoterms: EXW AMIAD USA
Sales Order: 184229 **Date:** 01/30/2018
Packing List No: 80216591 **Date:** 02/22/2018

Customer PO: 849
Customer PO Date:
BillOfLad.:

NC SHIP AIR FREIGHT \$650.00
AT 20066301

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	990103-000413	1	PC	650.00 USD	650.00 USD
	AIR FREIGHT COST \$650.00				

Order charges	650.00 USD
Total Price	650.00 USD

Amiad USA, Inc. and TEQUATIC PLUS Product Lines' respective Standard Terms and Conditions Apply.
TEQUATIC is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, used under license.



better
waters

Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
1/29/2018	849

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
Jimmy Gjokaj Astor Place 445 Lafayette Street New York NY 10003 United States

Receive By	Ship Via	Vendor #	Ship Date	Tracking #
			1/29/2018	

Item	Quantity	Description	Options	Rate	Amount	Tag
Amiad freight - inbound, CGS - non-inventory	1 1	SAF3000 Filter housing CS 3", 710105-001014 Air freight		1,923.75 650.00	1,923.75 650.00	
Amiad quote 20066301						
					Total	\$2,573.75

Invoice No: 7300054256

Bill To: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Customer: 200914
ADVANCED WATER TECHNOLOGIES
BETTER WATERS- JAF STATION
PO Box 8545
NEW YORK NY 10116
USA
Contact:
Tel: 212-366-0990
Fax: 800-720-7976

Ship-to: 306917
BETTER WATERS
509 WEST 26th STREET
NEW YORK NY 10001
USA
Contact:
Tel: 212-366-6700
Fax:

Information:
Invoice Date: 03/07/2018
Currency: USD
Payment Terms: Inv+30 Days
Payment Due: 04/06/2018
Delivery Method:
Incoterms: EXW AMIAD USA
Sales Order: 184879 **Date:** 02/06/2018
Packing List No: 80217918 **Date:** 03/06/2018

Customer PO: 850
Customer PO Date:
BillOfLad.:

ISRAEL SHIPMENT BEST WAY AIR PPA

Item	Material/Description	Quantity	U/M	NET Price	Extended Amount
10	990103-000413 FREIGHT CHARGES	1	PC	33.00 USD	33.00 USD
Order charges					33.00 USD
Total Price					33.00 USD

Amiad USA, Inc. and TEQUATIC PLUS Product Lines' respective Standard Terms and Conditions Apply.
TEQUATIC is a trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow, used under license.



Better Waters
PO Box 8545
JAF Station
New York NY 10116
United States

Purchase Order

Date	PO #
2/5/2018	850

Vendor
Amiad U.S.A. Inc. 7050 Solutions Center Chicago IL 60677-7000

Ship To
BETTER WATERS 508 West 26 Street, Suite 917 New York NY 10001 United States

Receive By	Ship Via	Vendor #	Ship Date	Tracking #
	air direct		2/5/2018	

Item	Quantity	Description	Options	Rate	Amount	Tag
Amiad	1	770104-000147 GASKET NAT 267x 220x 2mm #70 SHORE AMF (BLUE)		35.00	35.00	
Per email info last 1/24/18. Please fly this part direct from Israel if possible to our office BETTER WATERS 508 West 26 Street, Suite 917 New York NY 10001. Shipping charge additional to item price. Thank you.						
					Total	\$35.00

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 11

Matthew Miles

From: Matt Kaye <matt@betterwaters.com>
Sent: Thursday, March 15, 2018 10:30 AM
To: Matthew Miles
Cc: Sandra Thompson; Michael Poth; Eyal Yavin
Subject: Re: FW: ADVANCED WATER 200914

Quite right, understood.

We are coming out of a rough few months but revenue starting to come in now, we'll start paying down from the oldest first and catch up with all. Not sure if we can get to zero by end of this month, but substantially there in any case. First payment(s) early next week.

Thank you,

On Wed, Mar 14, 2018 at 9:15 AM, Matthew Miles <Matt.miles@amiad.com> wrote:

Matt,

We need to start receiving payments. You owe over \$21K with the oldest invoice dated back to August.

If payment isn't received by EOM I will have to pursue other options.

Thanks

Matthew Miles

Director of Finance/Controller

Direct: 704-235-6471

Fax: 704-662-3155

Mobile: 704-995-2845

www.amiadusa.com

www.pepfilters.com



From: Matt Kaye [mailto:matt@betterwaters.com]

Sent: Tuesday, February 27, 2018 3:56 PM

To: Sandra Thompson <Sandra.Thompson@amiad.com>

Cc: Matt Kaye <mxk@betterwaters.com>; Matthew Miles <Matt.miles@amiad.com>

Subject: Re: FW: ADVANCED WATER 200914

Understood, payments will start to come before too much longer, much appreciated.

On Tue, Feb 27, 2018 at 3:13 PM, Sandra Thompson <Sandra.Thompson@amiad.com> wrote:

REMINDER!

Hello Matt,

To date we still have not received payment for the past due invoices. Please review the attached statement and advise when we can expect payment.

Thank you and have a great day!

Please email all invoices, statements, and AP inquiries to accountsreceivable@amiad.com

Sandi Thompson

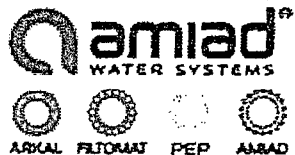
A/R Specialist

AmDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC – USA 28117

From: Sandra Thompson
Sent: Monday, January 29, 2018 12:53 PM
To: Matt Kaye <mxk@betterwaters.com>
Cc: Matthew Miles <Matt.miles@amiad.com>
Subject: FW: ADVANCED WATER 200914
Importance: High

Hello Matt,

Any update on when we can expect payment?

Thank you and have a great day!

Sandi Thompson

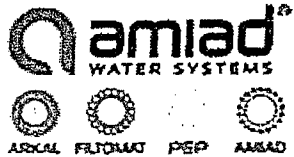
A/R Specialist

AmiDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC – USA 28117

From: Sandra Thompson
Sent: Thursday, January 11, 2018 4:32 PM
To: Matt Kaye <mxk@betterwaters.com>
Cc: Matthew Miles <Matt.miles@amiad.com>
Subject: FW: ADVANCED WATER 200914
Importance: High

Hello Matt,

We have not heard anything from you. The last payment we received for this account was in October of last year.

Please review the attached statement and advise when we can expect payment.

Thank you and have a great day!

Sandi Thompson

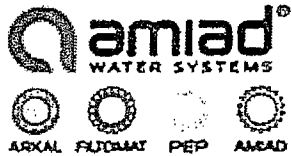
A/R Specialist

AmDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC – USA 28117

From: Sandra Thompson

Sent: Wednesday, January 03, 2018 3:30 PM

To: Matt Kaye <mxk@betterwaters.com>

Cc: Matthew Miles <Matt.miles@amiad.com>

Subject: FW: ADVANCED WATER 200914

Importance: High

REMINDER!

Hello Matt,

Please advise when we can expect the next payment.

Thank you and have a great day!

Please note that we will be closed for the holidays on Dec 25th and Jan 1st. We will also be in inventory mode on Jan 2nd 5th so we will not be able to ship out during that time.

Sandi Thompson

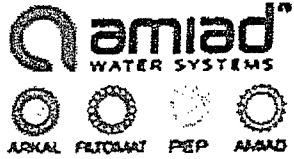
A/R Specialist

AmDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC – USA 28117

From: Sandra Thompson
Sent: Monday, December 11, 2017 12:43 PM
To: Matt Kaye <mxk@betterwaters.com>
Cc: Matthew Miles <Matt.miles@amiad.com>
Subject: FW: ADVANCED WATER 200914
Importance: High

Hello Matt,

Your account is still showing \$21,314.13 past due. Please review the attached statement and advise when we can expect our next payment.

Please let me know if you have any questions.

Thank you and have a great day!

Sandi Thompson

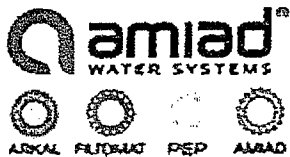
A/R Specialist

AmDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC -- USA 28117

From: Sandra Thompson

Sent: Tuesday, November 21, 2017 11:46 AM

To: Matt Kaye <mxk@betterwaters.com>

Cc: Matthew Miles <Matt.miles@amiad.com>; Better Waters <awaters@betterwaters.com>; Eyal Yavin <eyal.Yavin@amiad.com>

Subject: ADVANCED WATER 200914

Importance: High

Hello Matt,

Currently, this account is showing \$21,314.13 past due. Please review the attached current statement and advise when we can expect our next payment.

Please let me know if you have any questions.

Thank you and have a great day!

Sandi Thompson

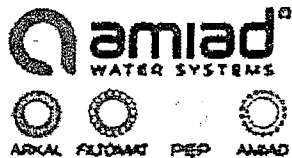
A/R Specialist

AmiDirect: 704-235-6459

Fax: 704-662-3155

www.amiadusa.com

www.pepfilters.com



120-J Talbert Road Mooresville, NC – USA 28117

Matt Kaye, President

BETTER WATERS

508 West 26 Street, Suite 917

New York, NY, 10001

www.betterwaters.com

cell 917 696 2457

main 212 366 6700

mxk@betterwaters.com



Matt Kaye, President

BETTER WATERS

508 West 26 Street, Suite 917

New York NY 10001

www.betterwaters.com

cell 917 696 2457

main 212 366 6700

mxk@betterwaters.com



Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 12



Amiad USA, Inc.
120 Talbert Road, Suite J
Mooresville, NC 28117

Tel: 704.662.3133
Fax: 704.662.3155
Toll Free: 800.243.4583

E-mail: infousa@amiad.com
Web: www.amiadusa.com

April 13, 2018

Matt Kaye
Advanced Water Technologies, Inc.
P.O. Box 8545
JAF Station
New York, NY
10116

RE: Breach of Contract

Dear Matt:

As you know, Advanced Water Technologies, Inc. ("AWT") has breached its distribution contract ("Contract") with Amiad USA, Inc. ("Amiad").

In particular, AWT has repeatedly failed to pay a long overdue invoice for Amiad equipment in the amount of approximately \$18,085.27. Amiad has sent AWT several demands for payment over the last few months, each demand marked "high importance." But, AWT has failed to pay, and continues to fail to pay, this long past due amount. This conduct on the part of AWT is a clear breach of AWT's Contract with Amiad. Timely payment of invoices is one of AWT's most fundamental obligation under the Contract.

Consequently, Amiad hereby immediately terminates the distribution contract between Amiad and AWT dated March 31, 2005 (a copy of which is enclosed for reference).

By separate letter, Amiad will seek collection from AWT of the financial damages Amiad has suffered as a result of AWT's breach of contract.

Sincerely,

Michael Poth, President
Amiad, USA





amlad® FILTRATION SYSTEMS

March 31, 2005

Advanced Water Technologies Inc.
(DBA Better Waters)
Mr. Matthias Kriesberg
220 West 93 Street, # 13A
New York, NY 10025
USA
212 366 0990
800 720 7976 or 212 875 8763

Re: Agreement between Amlad Filtration Systems and Advanced Water Technologies Inc.

1) Amlad assigns distribution of its SAF and EBS series filtration products exclusively to AWT for wholesale and retail sales within the territory and markets defined below:

Territory: New York City, 5 boroughs; Nassau & Suffolk counties. The territory is defined by location of the installation, or offices of the customer (i.e. a New York City customer may purchase a filtration product for installation at a location outside of New York City).

Market: Domestic water supplies and potable water applications in buildings. HVAC applications are excluded from exclusivity.

2) Renewal of this agreement will be automatic on an annual basis subject to the following:

Quota: AWT must purchase an agreed \$ volume from Amlad on an annual basis; if AWT does not do so, Amlad may elect to continue or discontinue the exclusive nature of the distribution agreement. The annual increase in sales / quota should be a reasonable number and will be jointly agreed between Amlad and AWT. If AWT meets the quota, it has an automatic right of renewal, subject to continued creditworthiness, continuing and responsible efforts to sell Amlad filtration, and responsible maintenance of equipment it has sold. The sales quota / target for NET purchases of Amlad products is US\$ 55,000 in FY 2005 (i.e. January 1 - December 31, 2005).

AWT is also permitted to sell Amlad filtration to customers outside of New York City, on a project-by-project basis. Prior to engaging in each project, AWT must obtain permission from Amlad.

It is the premise of this agreement that Amlad and AWT will cooperate on efforts to sell Amlad filtration.

Amlad Filtration Systems

Eric Rothberg
V.P. Sales & Marketing

Advanced Water Technologies Inc.

Matthias Kriesberg
President

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 13

**BUHLER
DUGGAL
& HENRY**

**BY FEDERAL EXPRESS AND
REGULAR MAIL**

May 1, 2018

Amiad USA, Inc.
120 Talbert Rd., Suite J
 Mooresville, NC 28117
Attn: Michael Poth

Re: Agreement Between Amiad Filtration Systems and Advanced Water Technologies, Inc.

Dear Mr. Poth:

I represent Advanced Water Technologies, Inc. ("AWT") and am in receipt of your April 13, 2018 letter (the "Letter") purporting to terminate the Agreement Between Amiad Filtration Systems and Advanced Water Technologies, Inc., dated March 31, 2005 (the "Agreement").

Your Letter is merely the latest among many attempts by Amiad to find a pretext to terminate a perfectly valid contract that Amiad no longer wants, and your notice of termination is rejected.

AWT has not breached of the Agreement. In fact, there is no mention in the Agreement of a payment schedule or a unilateral right to terminate if invoices are not paid in full in by any date certain. To the contrary, over the last thirteen years, Amiad has always maintained a flexible payment schedule with AWT, in accordance with the companies' course of dealings and industry standards. Moreover, Amiad cannot terminate the Agreement for non-compliance with a term that does not exist in the Agreement.

At most, the Agreement hinges automatic renewal (but by no means creates a right of termination) on AWT's "creditworthiness." I can assure you that AWT's creditworthiness is not in question, and it will be happy to provide you with evidence to that effect.

Notwithstanding the foregoing and without waiving any rights or remedies, which are expressly reserved, enclosed herewith is a payment of \$17,399.63, representing the outstanding balance according to AWT's records, after subtracting the \$6,664.68 payment made by AWT on March 26.

We take this opportunity to remind you, as my client has in the past, that SAF-series filters supplied by Amiad in New York City buildings are presenting an escalating number of quality control

Buhler Duggal & Henry LLP - 404 Fifth Avenue, New York, NY 10018

May 1, 2018
Michael Poth
Page 2 of 2

issues, the most notable of which being premature corrosion which has resulted in significant operational malfunction. These unresolved issues have caused AWT reputational damage and loss of business. Although we are hopeful that we can resolve these issues amicably, if Amiad does not take steps to investigate and take action to correct these problems in a timely manner, AWT will have no choice but to pursue legal action. Please contact me directly, or if you are represented by counsel, have him or her contact me, at +1 (212) 393-4757 to advise as to how Amiad plans to address these product defects.

This letter is without prejudice to AWT's rights and remedies which are expressly reserved.

Regards,



Kristin Rosenblum

Enclosure.

Amiad U.S.A., Inc.
v.
Advanced Water Technologies
No. 18-cv-520

Declaration of Matthew Miles

Exhibit 14



Scott F. Wyatt

WYATT EARLY HARRIS WHEELER
ATTORNEYS AND COUNSELLORS AT LAW

WRITER'S DIRECT NUMBER
(336) 819-6007

WRITER'S DIRECT FACSIMILE
(336) 819-6067

WRITER'S DIRECT E-MAIL
swyatt@wehwlaw.com

OFFICE ADDRESS

SUITE 400
1912 EASTCHESTER DRIVE
HIGH POINT, NC 27285

OFFICE TELEPHONE
(336) 884-4444

OFFICE FACSIMILE
(336) 884-1102

WEBSITE
WWW.WEHWLAW.COM

May 18, 2018

Kristin Rosenblum
Buhler Duggal & Henry
404 Fifth Avenue, New York, NY 10018

Re: Agreement between Amiad U.S.A., Inc. and Advanced Water Technologies Inc.

Dear Ms. Rosenblum,

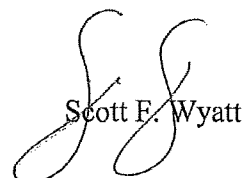
This firm represents Amiad U.S.A., Inc. ("Amiad"). I have reviewed your May 1, 2018 letter to Mr. Poth, Amiad's President.

Based on my reading of your letter, it appears you are taking the position that Amiad could never cancel the March 31, 2005 Agreement (the "Agreement") due to your client's late payments, no matter how late those payments get, because the Agreement does not specifically include a payment term. That is not the law in North Carolina. At the very least, under the North Carolina Uniform Commercial Code, your client had an obligation to pay within a reasonable time. Seven plus months is not a reasonable time. I have seen no evidence to support your assertion that either industry standards or a course of dealing allowed for such lateness. Due to your client's severely late payments, my client properly cancelled the Agreement via Mr. Poth's April 13, 2018 letter.

Additionally, your letter included a check for \$17,399.63. Our records indicate that your client actually owed \$18,085.27. Because the check was marked "balance due", we are unable to cash it, and hereby demand the full amount due.

Finally, given the obvious dispute about Mr. Poth's cancellation of the Agreement, we have filed suit requesting a declaration from the Court that the Agreement was properly cancelled, and also a request for a judgment in the amount owed by your client. Enclosed with this letter is a courtesy copy of that Complaint. If you would like to discuss it, please feel free to contact me.

Sincerely,


Scott F. Wyatt



SFW/jn
Enclosure